

SPORTS INTERNATIONAL ACADEMIES LLC

STAFF MEMBER WAIVER, RELEASE, COVENANT NOT TO SUE, AND INDEMNITY AGREEMENT

Name: _____
 Address: _____ City: _____ State: _____
 Zip: _____ Home: () _____ Cell: () _____ Work: () _____

Name and phone of Health Care Provider, if any:

Emergency Contact Name: _____ Home: () _____ Cell: () _____

Please circle the staff member position you will be working during camp:

Coach Counselor; Athletic Trainer; Dorm Director; Camp Director; Camp Store
 Other: _____

In consideration of acceptance as a Staff Member and independent contractor at Sports International Academies LLC (hereafter referred to as the “Camp”), the undersigned Staff Member agrees to the following Waiver of Claims and Liability Release (hereafter the “Waiver and Release”). This agreement covers events occurring from the commencement of the Staff Member’s duties at the Camp until the termination of their duties.

READ BEFORE SIGNING

1. Acknowledgment of Independent Contractor Status and Camp Conditions:

- a) I acknowledge that my work at the Camp is that of an Independent Contractor and not as an employee. Nothing in this Agreement shall be construed as establishing an employer/employee relationship, partnership, or joint venture between the Camp and the Staff Member.
- b) I acknowledge that my position is seasonal in nature.
- c) I understand Sports International does not provide medical insurance.
- d) The Camp is permitted to use my likeness in advertising and promotion.
- e) I will report any unusual or significant hazards immediately to the nearest camp official.
- f) As this is not a full contact football camp, I acknowledge my responsibility to ensure controlled contact during practice sessions and throughout the camp.

2. Release of Liability and Explicit Acknowledgment of Risks:

I hereby release Sports International, the National Football League, participating teams, players, coaches, Camp staff, the Campsite, and host locations (hereinafter, the “Camp Parties”), and their respective affiliates from any claims or liability to the fullest extent possible under the law. This release includes liabilities from inherent risks of coaching, ordinary negligence, and other related activities. I explicitly acknowledge the risks associated with sports activities, including physical injury.

3. Indemnification:

I agree to indemnify, defend, and hold harmless Sports International and its representatives from any and all claims, suits, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and court costs. This indemnification covers any personal injury to myself or others, sickness, accidents, delays, property damage, or any other losses or expenses suffered by myself or others in connection with participation in the Camp or under this Agreement. This indemnification provision shall survive the termination or expiration of this Agreement.

4. Health and Emergency Medical Treatment:

I certify that I am in excellent physical health with no limitations that prevent participation in ALL ACTIVITIES in the Camp.

I grant permission to the Camp to provide emergency medical treatment if necessary. I understand that if any medical services are provided or made available in connection with my involvement in the Camp, the Camp does not sponsor or guarantee these services. Furthermore, the Camp does not warrant or represent the adequacy or continuation of such medical services. The Camp Parties cannot be held responsible or liable for any claims arising from the provision of these medical services, nor for the failure to provide or continue them. Additionally, the Camp Parties are not liable for other services connected with the Program, including but not limited to coaching, counseling, transportation, or security services.

5. Assumption of Risk and COVID-19 Clause.

I acknowledge and accept that my participation in the Camp involves significant risks, including the risk of serious bodily injury, disability, death, property damage, and other harm, which may arise from my activities at the Camp or from communicable diseases like COVID-19. I assume full responsibility for all risks associated with my participation in the Camp, including but not limited to any bodily injury, damage, or accident that may be suffered by myself or others. This acknowledgment and acceptance of risk also extend to all recreational activities at the Camp, such as swimming. Furthermore, I understand that I am solely responsible for any and all medical expenses incurred as a result of illness or injury related to my participation in the Camp. This waiver and renunciation of claims in this agreement expressly applies to any and all such risks and outcomes.

I understand and acknowledge that the Camp Parties do not guarantee the security or safety of Campsites, of the areas adjacent to and surrounding Campsites, or of any areas I may traverse on to or from campsites. I release the Camp Parties from any and all claims arising out of accidents or events caused by someone else or third parties not associated with the Camp Parties, which incidents could occur on Campsites, in areas adjacent to or surrounding Campsites, or in areas traversed by the Staff Member traveling to our Campsites. I further release the Camp Parties from liability for any damage or injury that may occur as a result of the surface or condition of the Campsite itself (e.g. the football playing field), or the condition of facilities or equipment used at the site.

6. Termination Clause:

I understand and acknowledge that the Camp reserves the right to terminate the participation of any Staff Members at the Camp if their conduct is deemed, at the sole discretion of the Camp Parties, to be detrimental to or incompatible with the interests and security of the Camp. Should

such termination occur, I understand and acknowledge that I will not be entitled to any compensation or damages from the Camp Parties.

7. Severability Clause:

If any portion of this Waiver, Release, Covenant Not to Sue, and Indemnity Agreement is declared invalid or unenforceable by a final judgment of any court of competent jurisdiction, I agree that such determination shall not affect the remainder of this Agreement. The rest of this Waiver, Release, Covenant Not to Sue, and Indemnity Agreement shall remain in full force and effect, as the invalid portion shall be deemed severable.

For California Residents Only: I hereby expressly waive all rights under Section 1542 of the Civil Code of the State of California, and any and all similar laws of any jurisdiction. I understand that Section 1542 of the Civil Code states: 'A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.'

8. Physical Fitness Certification:

I represent and confirm that I am physically fit to serve as a Staff Member and participate in the Camp.

9. Dispute Resolution:

In case of disputes, I agree to binding arbitration or mediation as the first step in resolution.

10. Intellectual Property Rights:

Any content or materials created during my tenure are the intellectual property of Sports International Academies LLC.

11. Confidentiality and Non-Disparagement:

I agree to maintain the strictest confidentiality regarding all proprietary information of the Camp. This includes, but is not limited to, operational procedures, participant and camper data, strategic plans, marketing strategies, and any other information deemed confidential by the Camp or its parties. I understand that this obligation of confidentiality extends beyond the duration of my engagement with the Camp and encompasses all forms of communication and data. Unauthorized disclosure of such information, whether related to campers, staff, or camp operations, may result in legal consequences.

Furthermore, I commit to refraining from making any public statements, either verbally or in writing, including on social media platforms, that could be construed as negative or harmful to the reputation, operations, or interests of the Camp and its associated parties. This includes avoiding discussions that may misrepresent the Camp's practices or policies or disparage its personnel, other staff members, campers, or participants. I acknowledge that maintaining a positive representation of the Camp and its parties is crucial to its reputation and agree to exercise discretion and professionalism in all communications regarding my experiences or opinions related to the Camp.

12. HIPAA Compliance and Protected Health Information:

I acknowledge my responsibility to manage the health-related information of camp participants and staff in compliance with HIPAA and applicable state laws. Should I be exposed to any privileged health-related information, I agree to use it solely for authorized purposes and maintain its confidentiality. I understand that any unauthorized disclosure may result in legal consequences.

13. Compliance with Policies and Procedures:

I agree to adhere to all Camp policies and procedures, particularly those related to safety and conduct.

14. No Third-Party Beneficiaries:

This agreement is enforceable only by the parties to this agreement, with no rights conferred to third-party beneficiaries.

15. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of Pennsylvania, without regard to conflict of laws principles. In the event of any disputes relating to, or arising from, this Agreement, the parties acknowledge and consent to the venue and exclusive jurisdiction of either the District Court of Pennsylvania for Westmoreland County or the Circuit Court for Westmoreland County, Pennsylvania.

16. Acknowledgment:

I have read, fully understand, and sign this Release of my own free will.

17. Additional Information:

Allergies, Required Medications, Health Conditions (include brief explanation of reason for Medication):

Comments, Concerns, or Explanations:

Signature: _____

Print Name: _____

Date: _____